

Wabash

Manatron Tax Billing System

85p73M01

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**SCHEDULES FOR MASTER AGREEMENT FOR LICENSED
SOFTWARE, HARDWARE AND SERVICES**

The attached Schedules Numbered IN2006.010.01 are made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2006.010 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	WABASH COUNTY, INDIANA 1 West Hill Street Wabash, Indiana 46992 ("Customer")
Attention: <u>Matthew Henry, Contract Administrator</u> Telephone No.: <u>(866) 471-2900 ext. 130</u> Fax No.: <u>(269) 567-2930</u> E-mail Address: <u>matt.henry@manatron.com</u>	Attention: <u>Ms. Jane Ridgeway</u> Telephone No.: <u>260-563-0661</u> Fax No.: <u>260-563-3451</u> E-mail Address: _____

The parties have executed these Schedules as of the dates set forth below their respective signatures.

MANATRON, INC.**WABASH COUNTY, INDIANA**

By: _____
(Signature)

By: _____
(Signature)

Its: _____
(Title)

Its: _____
(Title)

Date: _____

Date: _____

Witnessed: _____
(Signature)

By: _____
(Signature)

Date: _____

Its: _____
(Title)

Date: _____

By: _____
(Signature)

Its: _____
(Title)

Date: _____

Witnessed: _____

Date: _____

SIGNATURE PAGE

Date: October 13, 2006 T.L.

HARDWARE SCHEDULE FOR WABASH COUNTY, INDIANA

Schedule No. IN2006.010.01 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2006.010 between Manatron, Inc. and the undersigned Customer (the "Agreement").

HARDWARE				
Equipment Description	QTY	Unit Price	Total Price	Comments
Epson TM675 Receipt Printer	5	\$ 544.00	\$ 2,720.00	
Power Supply for ABOVE Epson TM675	5	\$ 31.00	\$ 155.00	
Parallel Cable for TMU675P	5	Included	Included	
EPSON Journal Paper 3.25" 1-Ply for TMU675	25	\$ 3.00	\$ 75.00	
Metrologic MS9540 USB Scanner w/Wedge	5	\$ 249.00	\$ 1,245.00	
Total Hardware Fees:			\$	4,195.00

All quoted fees for Hardware are valid for 60 days from the date of this Schedule.

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE.

TERM OF HARDWARE SCHEDULE: This Schedule shall expire upon the later of the (i) receipt and payment of the Hardware as specified above or (ii) expiration of the Hardware warranty (if applicable).

Date: October 13, 2006 T.L.

THIRD-PARTY SOFTWARE SCHEDULE FOR WABASH COUNTY, INDIANA

Schedule No. IN2006.010.01 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2006.010 between Manatron, Inc. and the undersigned Customer (the "Agreement").

THIRD-PARTY SOFTWARE				
Software Description	QTY	Unit Price	Total Price	Comments
Windows 2003 Server	1	Customer to Provide		
Windows 2003 Server Media	1			
Windows 2003 Server Device CAL's	23			
Backup Exec V10.0 Window Server Edition	1	\$ 625.00	\$ 625.00	
PCAnywhere V11.5 (host & remote)	1	\$ 228.00	\$ 228.00	
SQL Server 2005 Standard	1	\$ 1,009.00	\$ 1,009.00	
SQL Server 2005 Media	1	\$ 33.00	\$ 33.00	
SQL Server 2000 Media	1	\$ 33.00	\$ 33.00	
SQL Server 2005 - Standard Device CAL's	18	\$ 184.00	\$ 3,312.00	
Total Third-Party Software Fees:			\$	5,240.00

All quoted fees for Third-Party Software are valid for 60 days from the date of this Schedule.

TERM OF THIRD-PARTY SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Third-Party Software and the payment of all fees as specified in this Schedule.

Date: October 13, 2006 T.L.

SOFTWARE SCHEDULE FOR WABASH COUNTY, INDIANA

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SOFTWARE					
Software Description	Model Number	QTY	Unit Price	Total Price	Office
Manatron MVP TAX					
- Billing Collections					
- Property Maintenance					
- Cashiering					
- Distribution with Settlement					
- Delinquency		15	\$ 5,000.00	\$ 75,000.00	
Manatron MVP Tax - Inquiry Only Users		3	\$ 1,000.00	\$ 3,000.00	
Total Software Fees:					\$ 78,000.00

SOFTWARE USE RESTRICTIONS:

15-Full Use Users/Seats
3-Inquiry Only Users/Seats

TERM OF SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Software and the payment of all fees as specified in this Schedule.

Date: October 13, 2006 T.L.

MAINTENANCE AND SUPPORT SERVICES (Collectively referred to as "Support Service") SCHEDULE FOR WABASH COUNTY, INDIANA

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SUPPORT SERVICES			
Product	Model Number	Annual Price	Comments
Manatron MVP TAX	15	\$ 22,500.00	
- Billing Collections			
- Property Maintenance			
- Cashiering			
- Distribution with Settlement			
- Delinquency			
Manatron MVP Tax - Inquiry Only Users	3	\$ 900.00	
Hardware	All	Manufacturer Warranty Only	
Windows 2003 Server	1	Billed on a Per Call Basis	
Windows 2003 Server Media	1		
Windows 2003 Server Device CAL's	23		
Backup Exec V10.0 Window Server Edition	1		
PCAnywhere V11.5 (host & remote)	1		
SQL Server 2005 Standard	1		
SQL Server 2005 Media	1		
SQL Server 2000 Media	1		
SQL Server 2005 - Standard Device CAL's	18	\$ 4,260.00	
Total Software Support Services Fees:			\$ 27,660.00

HARDWARE MAINTENANCE: Manatron will be the primary interface through direct communications with vendors, manufacturers and service providers of the Hardware. As part of first-level support, Manatron shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Manatron to be related to the Hardware, Manatron shall contact the appropriate service to provide for the Hardware and to provide assistance in connection with the resolution of the error or problem.

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE.

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE OR SUPPORT.

THIRD-PARTY SOFTWARE SUPPORT: Manatron will be the primary interface through direct communications with vendors, manufacturers and service providers of the Third-Party Software. As part of first-level support, Manatron shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Manatron to be related to the Third-Party Software, Manatron shall contact the appropriate service to provide for the Third-Party Software and to provide assistance in connection with the resolution of the error or problem.

TERM OF SUPPORT SERVICES SCHEDULE: Support Services shall commence on the first of the month next following Installation and shall continue for an initial period of thirty-six (36) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

DELAYED BILLING FEES: If Customer is billed on a monthly or quarterly basis for Software Support Services Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Software Support Services or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

Date: October 13, 2006 T.L.

PROFESSIONAL SERVICES SCHEDULE FOR WABASH COUNTY, INDIANA

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PROFESSIONAL SERVICES						
GENERAL DESCRIPTION OF SERVICES	Model Number	Days/QTY	Unit Price	Total Price	Comments	Estimated Completion Date
Equipment Install/Setup	INSHW	0.5	\$ 1,000.00	\$ 500.00		TBD
Application Software Installation	INSAPP	1	\$ 1,000.00	\$ 1,000.00		TBD
Third-Party Software Installation	INS3RD	0.5	\$ 1,000.00	\$ 500.00		TBD
Conversion - Current Year Vax Tax to MVP Tax	CONV	1	\$ 5,000.00	\$ 5,000.00		TBD
Conversion of previous Vax Tax years to electronic pdf format Years 2-4	CONV	1	Included	Included		TBD
Total Professional Services Fees:				\$ 7,000.00		

Conversion

Manatron will provide conversion services to convert applicable data required to operate the new software from the County's present system to Manatron's. All data must be delivered in Manatron's prescribed format. If not delivered to Manatron in prescribed format then conversion will be billed at the then current rate in effect plus travel related expenses. Only data required for Manatron application software will be converted. Data maintained in any third party software product (Fasport, word processing, spreadsheet, etc) will be re-entered by the Customer.

CONSULTATION/TRAINING SERVICES				
DESCRIPTION	Model Number	Days/QTY	Total Price	Comments
MVP Tax Training	20	20.00	\$ 20,000.00	
Total Consultation/Training Services Fees:			\$ 20,000.00	

All Professional & Consultation/Training Services Fees are quoted at the current rate and are subject to increase without notice.

PROFESSIONAL & CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Professional & Consultation/Training services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's Professional & consulting/training services.

ADDITIONAL PROFESSIONAL CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Manatron shall provide professional & training services to Customer in the amounts identified above. Any additional Professional or Training days requested by Customer shall be billed, as used, at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with Manatron's Professional & consulting/training services.

GENERAL PROVISIONS:

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) Up to six hours of training are included in a "full day" of training;
- (4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed;
- (5) Manatron recommends one (1) person per PC/Terminal; and
- (6) Class size not to exceed twelve (12) trainees.

Date: October 13, 2006 T.L.

SUMMARY SCHEDULE FOR WABASH COUNTY, INDIANA

Schedule No. IN2006.010.01 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2006.010 between Manatron, Inc. and the undersigned Customer (the "Agreement").

ONE TIME FEES	
DESCRIPTION	Total Price
HARDWARE	\$ 4,195.00
THIRD-PARTY SOFTWARE	\$ 5,240.00
SOFTWARE	\$ 78,000.00
PROFESSIONAL SERVICES (Billed as Used)	\$ 27,000.00
Total One Time Fees - Plus Freight:	\$ 114,435.00

Payment Terms for One Time Fees: Manatron will invoice 100% of the Hardware and Third Party Software upon receipt by Customer. Manatron shall invoice 25% of the Software on agreement execution (signing), 60% on the Installation Date and 15% on Acceptance, in accordance with Section 8.1 of the Master Agreement, except for those instances in which the total Software amount is less than \$10,000, in which case said amount shall be invoiced 100% on installation. Professional Services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services. The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Manatron with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware and/or any Professional Services performed by Manatron, excluding any taxes based upon Manatron's income.

It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, Manatron shall have the right to assess the tax liability applicable under this Agreement to Customer and Customer agrees to pay Manatron for such tax liability within thirty (30) days after receiving written notice of such tax liability from Manatron.

ONGOING FEES	
DESCRIPTION	Total Price
SUPPORT SERVICES	\$ 27,660.00
Total Ongoing Fees:	\$ 27,660.00

Payment Terms: Software Support: Support fees are due and payable in advance of each annual term and subject to increases as defined in section 8.2 of the Master Agreement.

Date: October 13, 2006 T.L.

SUMMARY SCHEDULE FOR WABASH COUNTY, INDIANA

Schedule No. IN2006.010.01 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2006.010 between Manatron, Inc. and the undersigned Customer (the "Agreement").

ONE TIME FEES	
DESCRIPTION	Total Price
HARDWARE	\$ 4,195.00
THIRD-PARTY SOFTWARE	\$ 5,240.00
SOFTWARE	\$ 78,000.00
PROFESSIONAL SERVICES (Billed as Used)	\$ 27,000.00
Total One Time Fees - Plus Freight:	\$ 114,435.00

Payment Terms for One Time and Annual Support Fees: Manatron can provide the Hardware, Software, Support, and Professional Services described herein under a three (3) year non-cancelable Note Purchase term at a "fixed rate" of \$71,474.00 per year. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services. Each annual payment would be invoiced in advance for each year of the term agreement. All invoices are due within 30 days of issue. The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Manatron with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware and/or any Professional Services performed by Manatron, excluding any taxes based upon Manatron's income.

It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, Manatron shall have the right to assess the tax liability applicable under th

ONGOING FEES	
DESCRIPTION	Total Price
SUPPORT SERVICES	\$ 27,660.00
Total Ongoing Fees:	\$ 27,660.00

Payment Terms: Software Support: After year #3, Support fees are due and payable in advance of each annual term and subject to increases as defined in section 8.2 of the Master Agreement.

Date: October 13, 2006 T.L.

APPENDIX A

HARDWARE REQUIREMENTS

Server Components	Minimum Requirements	Recommended Configuration
Processor:	3GHz Intel Xeon	Dual 3.6GHz Intel Xeon
Memory:	4GB of RAM	4GB of RAM
Disk Subsystem:	Wide Ultra160 RAID Controller RAID Level 5 Drive (Three or more 10,000 RPM Disk Drives) 24x CD-ROM Drive 20/40GB DLT Tape Drive	Wide Ultra320 RAID Controllers(s) RAID Level 1 Drive (Two 15,000 RPM Disk Drives) Operating system and memory swap file RAID Level 1 Drive (Two 15,000 RPM Disk Drives) RDBMS Logs RAID Level 5 Drive (Three or more 15,000 RPM Disk Drives) RDBMS Data and Image Data Redundant Power Supply 40/80 DLT Tape Drive or Library
Software:	Windows 2000 or Windows 2003 Server SQL Server 2000 Veritas Backup Exec 9.x PCAnywhere 11.x	eTrust Antivirus

Workstation Components	Minimum Requirements	Recommended Configuration
Hardware:	2.8 GHz Pentium IV 512MB of RAM 17" Monitor (1024x768 resolution) 20GB Disk Drive 100Mbit PCI bus Ethernet Card 24X CD-ROM Drive	3.6 GHz Pentium IV 1GB of RAM 19" Monitor (1024-768 resolution) 40GB Disk Drive 100Mbit PCI bus Ethernet Card DVD-ROM Drive
Software:	Windows 2000 Professional PcANYWHERE (one host per office)	Windows XP Professional SnagIt, PrintKey, or other equivalent screen capture utility Crystal Reports

Network Components	Minimum Requirements	Recommended Configuration
Network:	Category 5 UTP cable ran to each Ethernet device 100Mbit Switched Ethernet for all devices	

APPLICATION SPECIFIC SPECIFICATIONS (CUSTOMER is responsible for site preparation and for providing a dedicated phone line)

Application	Minimum Requirements	Recommended Configuration
Manatron CAMA	Printer: HP 4250N w/additional 64MB & duplexing	Printer: HP9050DN w/additional 128MB highly recommended for printing property record cards
Recorder	Printers: HP4250N w/additional 64MB Eltron TLP 2844 w/Black Line Sensor	Printer: HP8150DN w/additional 128MB
Recorder w/ Imaging	Printers: HP 8150N w/additional 64MB Monitors: 1280X1024 resolution 19" Monitor, view only 21" Monitor, scanning Scanners: Canon DR-3060 Adaptec 2940 SCSI Card w/appropriate cable	Printers: HP 8150DN w/additional 128MB Monitors: 1280X1024 resolution 21" Monitor, scanning Scanners: Canon DR-5020 Fujitsu M3097DG
Manatron Tax	Printers: HP 4250N w/additional 128MB Epson TM-U675P validator (receipting options) Scanners: Metrologic 9520 w/keyboard wedge	Printers: HP 8150DN w/additional 128MB highly recommended for printing tax bills